

Valley CSD

Valley Community EA

7/1/2005 6/30/2008

AGREEMENT BETWEEN
VALLEY COMMUNITY SCHOOL DISTRICT
AND
VALLEY COMMUNITY EDUCATION ASSOCIATION
2005/06 - 2007/08

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PREAMBLE

The Board of Education of the Valley Community School District and the Valley Community Education Association have agreed to negotiate in good faith, and; whereas, the parties have reached certain understandings which they desire to confirm in this statement, it is agreed as follows:

ARTICLE I GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

2. Aggrieved person

An "aggrieved person" is the person or persons or the Association making the complaint.

B. Purpose

The Purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

2. Time Lines

All time lines of the grievance procedure shall convert from "school days" where referenced to calendar days between the last day of school in the spring and the first day of school in the fall.

3. At any time during the grievance procedure, the aggrieved person or the Superintendent may make an election to bypass Level Four – Board of Education.

4. Level One - Principal or Immediate Supervisor (Informal)

An aggrieved person with a grievance shall first discuss it with his/her principal or immediate supervisor personally with the objective of resolving the matter informally.

(Article I continued on next page)

ARTICLE I (continued)

5. Level Two - Principal (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association.

A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one principal or immediate supervisor, it may be filed with the Superintendent or his designee. The appropriate principal or immediate supervisor shall indicate his disposition of the formal grievance and shall furnish a copy thereof to the Association. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made pursuant to Article I, Section E (4) within the five (5) school days period, the grievance shall be transmitted to level three.

The filing of the formal written grievance at the second step must be within twenty (20) days from the date of occurrence of the event giving rise to the grievance.

6. Level Three - Superintendent

The superintendent or his designee shall meet with the aggrieved person within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance the superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Association.

If the aggrieved person is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made pursuant to Article I, Section E (4) within ten (10) school days of receipt of said grievance the aggrieved person may transmit the grievance to the Board of Education by filing a written copy thereof with the secretary or other designee of the Board.

(Article I continued on next page)

ARTICLE I (continued)

7. Level Four - Board of Education

The Board, no later than its next regular meeting or fifteen (15) school days, whichever is earlier, shall meet with the aggrieved person on the grievance. Disposition of the grievance shall be made in writing by the Board no later than seven (7) school days after said meeting. A copy of such disposition shall be furnished to the Association.

8. Level Five - Arbitration

(A) If the aggrieved person is not satisfied with the disposition of the grievance at the preceding level, the aggrieved person and the Association shall meet within five (5) school days of disposition to discuss the merits of submitting the grievance to arbitration.

(B) If the aggrieved person and the Association determine that the grievance is meritorious it may submit the grievance to arbitration within five (5) school days.

(C) Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of FIVE arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days. The other party shall have one (1) additional school day to remove one of the four (4) remaining names. The process shall continue allowing one (1) school day for the removal of names.

(D) The arbitrator so selected shall confer with the representative of the Board and the Association and hold a hearing promptly and shall issue his decision not later than fifteen (15) school days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator, in his opinion, shall not amend, modify, or ignore or add to the provisions of the agreement. His authority shall be limited to deciding only the issue or issues presented to him and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(E) Expenses for the Arbitrator's services shall be born equally by the school district and the Association.

(Article I continued on next page)

ARTICLE I (continued)

D. Rights of Employees to Representation

1. Employee and Association

An aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board or any member of the administration against any in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reasons of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three.

2. Separate Grievance File

All Grievance processing documents shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives.

4. Time Limits

The failure of the aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall be construed to be a decision in favor of the grievant.

However, in the event that an Administrator is unable to meet with the aggrieved person or render a disposition of the grievance within the time limits because of absence, illness or other reasonable cause, this shall not be construed to be a decision in favor of the grievant but rather shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written agreement. If time limits are not specified in any of the levels of the grievance procedure, the time limit will be five (5) school days.

(Article I continued on next page)

ARTICLE I (continued)

5. No Interference with Instructional Program

It is agreed that any investigation or other handling or processing of any grievance by the aggrieved person shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving person or the teaching staff.

6. Forms for Filing Grievances

Forms for filing grievances and other necessary documents will be jointly prepared by the Superintendent or his designee and the Association and will be reproduced and given appropriate distribution by the Superintendent or his designee so as to facilitate operation of the grievance procedure.

ARTICLE II ASSOCIATION RIGHTS

A. Communications

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. The Association and unit members may use the district mail service and employee mailboxes for communication provided the building principals receive a copy of all non-Association and non-educational materials disseminated through the mail boxes.

B. Access to Members

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided that such visits do not interfere with or interrupt whatsoever the instructional program and related work activities of the school program.

**ARTICLE III
PAYROLL DEDUCTIONS**

- A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, group insurances, or any other plans or programs jointly approved by the Association and the Board.**
- B. Dues Deduction**
- 1. Authorization**
Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues. The form of the assignment shall be as determined by the Board.
 - 2. Regular Deduction**
The Board shall make monthly deductions, commencing with the September payroll and continuing through May, in equal amounts as specified in such authorization provided the Board has been provided with such authorization by September 5.
 - 3. Pro-Rated Deduction**
Employees who begin dues deduction after September 5, shall have the total dues pro-rated in equal amounts as specified, on the basis of the remaining months through May provided the Board has been provided with such authorization at least 20 school days prior to a monthly scheduled salary payment.
 - 4. Duration**
An employee's dues may be checked off only upon the employee's written request and the employee may terminate the dues deduction at any time by giving 30 days written notice to the Board and to the Association.
 - 5. Transmission of Dues**
The Board shall remit to the Association the total monthly deduction for Association dues within 20 school days following each regular pay period.
 - 6. Association Responsibility**
It shall be the responsibility of the Association to inform its members of the procedures for payroll deductions and distribute the approved forms for same.
 - 7. Hold-Harmless Clause**
The Association and each individual bargaining unit member agree to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.

ARTICLE IV WAGES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule I, which is attached hereto and made a part hereof. In the event that there is any reduction of Phase I and II monies to the School District for the 2005-06, 2006-07, or 2007-08 school years, the amounts on the regular salary schedule on Schedule I shall be reduced by an amount sufficient to reduce the total of salaries on Schedule I by the total reduction in Phase I and II monies.

Each employee's placement on Schedule I for 2005-06, 2006-07, and 2007-08 shall be determined by advancing one step from the previous year.

B. Credit for Outside Experience

Credit on the regular salary schedule shall be given for previous, actual teaching experience in a public or private school upon initial employment up to a total of six (6) years experience earned during the last ten (10) years. However, the Board at its sole discretion, may grant up to ten (10) years of experience on the regular salary schedule, prior to initial employment, provided that at least one-half (1/2) of the experience granted was actual teaching experience in a public or private school.

C. Advancement on Salary schedule

1. Increments

Employees on the regular salary schedule shall be granted an increment or vertical step on the schedule for each year of service until the maximum for their education classification is reached. A year of service consists of employment in the Valley Community School District for ninety (90) consecutive teaching days or more in one school year.

2. Educational Lane Changes

A. Letter of Intent

On or before February 1, licensed employees on the regular salary schedule who wish to obtain additional education for advancement to a higher educational lane shall file a *Letter of Intent for Educational Lane Change Request Form* with the superintendent for approval for advancement the following contract year. The letter of intent shall include the highest lane to which the employee anticipates moving. Reminders of February 1 deadline will be placed in employees' mailboxes by the District and posted by January 20.

(Article IV continued on next page)

ARTICLE IV (continued)

B. Additional Graduate Hours

Graduate hours for educational lane change must be in the employee's teaching area. The superintendent has the discretion to approve graduate credit outside the employee's area of current endorsement or responsibility.

1. BA Category

After conferring the BA degree, horizontal movement on the salary schedule is achieved by the acquisition of additional approved graduate hours. For an employee to advance from one BA lane to another BA lane, he/she shall file suitable evidence of additional new graduate credit completed since movement to the previous lane. The evidence shall be filed with the administration no later than September 10 of the school year in which the movement is to become effective. No graduate credit will be accepted for lane advancement if it occurs prior to the date the BA degree was obtained. Any earned credits that exceed the number of credits needed for a lane change shall be available for use for other movement on the BA lanes.

2. MA Category

After conferring the MA degree, horizontal movement on the salary schedule is achieved by the acquisition of additional approved graduate hours. For an employee to advance from one MA lane to another MA lane, he/she shall file suitable evidence of additional new graduate credit completed since movement to the previous lane. The evidence shall be filed with the administration no later than September 10 of the school year in which the movement is to become effective. No graduate credit will be accepted for lane advancement if it occurs prior to the date the MA degree was obtained, unless the credit was part of a district-wide initiative and previously approved by the superintendent. Any earned credits that exceed the number of credits needed for a lane change shall be available for use for other movement on the MA lanes.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in ten (10) or twelve (12) equal installments on the 20th of each month. Employees shall receive their checks at their regular building and on regular school days. If the 20th falls on a Friday, Saturday, or Sunday, payment shall be on the preceding Thursday. Each monthly pay period shall end no earlier than the third Saturday preceding the check distribution date.

(Article IV continued on next page)

ARTICLE IV (continued)

2. Exceptions

(A) When a payday falls on a school holiday, vacation or bank holiday that prevents direct deposit, employees shall receive their paychecks on the last previous workday.

(B) Employees who are new in the teaching profession may, at their option elect to receive up to 50% of their first salary installment after completion of the first ten (10) work days of employment. The balance of the contracted salary shall then be prorated over the remaining pay periods.

(C) Employees may elect to receive July and August payment with June payment.

3. Final Pay

Each employee that is terminating his/her employment with the Valley Community District shall have the option of receiving all or any part of his earned, contracted salary on the June pay date provided said employee has satisfactorily completed year end checkout procedures. This item does not apply to those employees on extended year contract. Those employees electing to take part of their earned contracted salary shall do so in equal monthly amounts.

4. Summer Checks

Summer checks other than for summer school teachers, shall be mailed to the address designated by the employee.

5. Direct Deposit

If direct deposit is available from the District's financial institution, employees shall be given the option of having their monthly paycheck direct deposited to their bank account at no cost to the employee.

ARTICLE V SUPPLEMENTAL PAY

A. Extra-curricular Activities

1. Approved activities

The extra-curricular activities listed in Schedule II are official school sponsored activities covered by school insurance.

2. Rates of Pay

Employee participation in non-contracted extra-curricular activities which extend beyond the regular in-school day shall be voluntary, and shall be compensated according to the rate of pay in Schedule II, which is attached hereto and made a part thereof.

ARTICLE VI INSURANCES

A. TYPES. The Board agrees to provide all employees covered by this article the following insurance protection.

- 1. HEALTH AND MAJOR MEDICAL.** The Board shall provide health and major medical insurance coverage for the employees covered by this article, subject to the acceptance of the employee by the insurance carrier. The premium for this coverage will be paid by the Board and Employee as set forth below. The Board shall not be required to obtain insurance coverage for an employee not accepted for coverage by the insurance carrier. However, the Board shall contribute to a health and major medical program obtained by such an employee for his/her own coverage, a sum equal to the amount contributed to covered employees.

Any change in the program coverage shall be made by mutual agreement of the parties.

The Board shall enter into a Section 125 Plan for insurance coverage and shall contribute the sum of Three Hundred Seventy Dollars (\$370) per month per employee to the Plan for 2005-06. The amount to be contributed during 2006-07 and 2007-08 will be determined by the parties and shall be within the negotiated package increase. Anyone employed three-fourths (3/4) time or greater shall be required to take single coverage under this plan if accepted by the insurance carrier. The balance of the board contribution after payment of the single coverage, if any, shall be available to the employee to choose among other benefits in the Section 125 Plan. For this item only, anyone employed for three-fourths (3/4) time or more shall be considered a full-time employee and shall receive the same insurance benefit per month as full time employees receive. Anyone employed for fifty percent (50%) or more shall receive an amount equal to the percentage at which the individual is employed.

Any portion of the employee or dependency coverage which is not paid by the Board is to be paid by the employee and deducted from the monthly compensation for services.

Any change in tax laws concerning Section 125 by the Internal Revenue Service shall not change the Board's obligations under this contract.

- 2. SCHOOL LIABILITY.** All employees shall be covered by a school financed liability insurance covering job-related performance of duties.

(Article VI continued on next page)

ARTICLE VI (continued)

B. COVERAGE

1. The board provided insurance programs shall be for twelve (12) consecutive months. Employees new to the district shall be covered by Board provided insurance no later than one (1) month after initial employment.

C. DESCRIPTIONS

1. The Board shall provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year, which shall include a description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

D. ENROLLMENT PERIODS

1. The open enrollment period shall be established by the insurance carrier and district.

ARTICLE VII SICK LEAVE

A. Accumulative

All continuing employees shall be entitled to fifteen (15) sick leave days for personal illness or injury each school year as of the first official day of said school year whether or not they report for duty on that day. New employees to the District shall first report for duty before being credited with said sick leave. Accumulated past sick leave and credited current sick leave shall not be more than a total of 135 days.

B. Unpaid Sick Leave

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence, without pay, but with payment of health insurance premiums up to the end of the current work year. The Board will review an employee's status upon application for renewal, and if granted, the leave will be without pay but with payment of health insurance premiums if the insurance carrier agrees.

C. Job Related Injury or Illness

Absence due to injury or illness incurred in the course of employment and compensated as sick leave shall be administered in accordance with the law regarding interplay of sick leave and worker's compensation.

D. Illness in the Family See Article VIII. A.7

**ARTICLE VIII
TEMPORARY LEAVES OF ABSENCE**

A. Paid Leave

Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year.

1. Personal

At the beginning of every school year, each employee shall be credited with two (2) days of leave with full-pay to be used for the employee's personal business. An employee may accumulate a total of four (4) full-pay personal days.

At the beginning of every school year, each employee shall be credited with one (1) day of leave which will entail a deduction from the employee's salary in the amount of the normal substitute stipend, to be used for the employee's personal business. An employee may accumulate a total of two (2) sub-deduct personal days.

A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his principal at least (3) school days in advance, except in cases of emergency.

Reimbursement of Forty Dollars (\$40) per day will be allowed for up to two (2) unused full-pay type personal leave days. The employee must give their request for payment to the business manager on or before May 31 of each year.

2. Jury and Legal

Any employee called for jury duty during school hours shall be provided such time with pay. Any fees or remuneration the employee receives during such time shall be turned over to the school district.

3. Association

The sum total of Ten (10) days shall be available for representatives of the association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations.

(Article VIII continued on next page)

ARTICLE VIII (continued)

4. Professional

By making proper arrangements with the Superintendent or Principal, an employee may be granted limited leave, with pay, to attend professional meetings relating to the assigned work activities of the employee. (This paragraph shall not be subject to the grievance procedure.)

Should the administration request an employee's attendance at a professional meeting, then all necessary fees related to the meeting shall be paid. Such necessary fees shall include the registration fee, mileage for use of personal auto if a school vehicle is not available, meals, and motel/hotel cost.

Field trips shall be excluded from the above. A "field trip" shall be defined as that element of time in which an employee, duly authorized by the Administration, serves in the role of instructor to one or more members of a class or student body to a planned educational trip outside of the school district.

5. Bereavement

Up to five (5) days of leave shall be granted at any one time in the event of death of an employee's spouse, child, or parent. Up to three (3) days of leave shall be granted in the event of the death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild. Up to one (1) day of leave shall be granted in the event of the death of an employee's aunt, uncle, first cousin, nephew, or niece (including in-laws). A second day will be granted if distance requires additional time. Up to one day of leave will be granted to attend the funeral of a friend or distant relative. This leave is for each occasion and is not accumulative. Days used will not be charged against sick leave. Additional days will be classified as personal leave or unpaid.

6. Good Cause

Upon exhaustion of personal leave, other temporary leaves of absence with pay may be granted by the Superintendent for good reasons.

A request for such leave shall be submitted in writing by the employee to the Superintendent. The reply shall be submitted in writing by the Superintendent to the employee.

This item (Item 6, Good Cause) shall not be subject to the grievance procedure.

(Article VIII continued on next page)

ARTICLE VIII (continued)

7. Illness in the Family

Up to a total of twelve (12) days of leave per school year may be granted in the event of an illness of any employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, and other members of the immediate household. Employee use of leave, while limited to twelve (12) days, need not be consecutive. The employee will lose one (1) sick day for each day taken under this leave. When an employee's sick leave days have all been used, a deduction from the employee's salary in the amount of the substitute stipend will be subtracted from his/her daily wage.

B. Unpaid Leave

Other temporary leaves of absence without pay may be granted by the Superintendent for good reason.

A request for such leave shall be submitted in writing by the employee. The reply shall be submitted in writing.

This item (Item B, Unpaid Leave) shall not be subject to the grievance procedure.

C. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled, except where stated in A.7., Illness in the Family.

D. Leave Increments

All temporary leaves of absences shall be taken in minimum one-half (1/2) day increments as defined by individual contracts.

E. Family Medical Leave Act

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in the Act. This reference shall not diminish any leave or benefits presently contained in the Agreement.

**ARTICLE IX
EXTENDED LEAVES OF ABSENCE**

A. Medical Disability

Except as hereafter modified, all policies, rules, and regulations applicable to employees who are granted sick leave shall be applicable to the employee receiving medical disability leave. Sick leave benefits for medical disability to the extent of an employee's accumulated earned sick leave shall be paid only during the time of medical confinement, which shall be the time indicated for termination and recommencement of duties as here-in-after provided.

If an employee plans to return to work following medical disability, he/she shall report to work within fifteen (15) school days of the date of discharge from the hospital unless such resumption of duties is medically contradicted.

A leave of absence beyond the time of medical confinement for medical disability may be granted without salary or sick leave benefits for a period not to exceed one year. In case of adoption of a child, these policies shall apply where appropriate.

B. Public Office

A leave of absence without pay and benefits not to exceed two (2) years shall be granted to any employee upon application for the purpose of campaigning for, or serving in, a public office. Any leave taken for serving in public office shall be taken on a school calendar year basis.

By February 1 of the leave year, the employee shall notify the Board of Education whether or not he/she will return. The employee shall have the option of continuing his/her health insurance benefits at his/her own expense if carrier regulations permit.

C. Education Improvement

Employees having completed four (4) years of teaching service in this school district, may submit a written request to the Board of Education for a one year leave of absence for the purpose of engaging in study in an accredited college or university reasonably related to professional responsibilities. Any leave granted for educational improvement shall be without pay or other benefits.

D. Good Cause

Other extended leaves of absence without pay may be granted by the Superintendent for good reason.

A request for such leave shall be submitted in writing by the employee. The reply shall be in writing.

This item (Good Cause) shall not be subject to the grievance procedure.

(Article IX continued on next page)

ARTICLE IX (continued)

E. Association Leave of Absence

Upon the following conditions, any employee covered by this contract and elected as full-time officer of the State and/or National Association affiliates shall, upon written request to the Board of Education, be granted an unpaid leave of absence not to exceed one (1) year in duration for the purpose of discharging the duties of such office:

- (a) The employee shall have served at least four (4) years in the Valley School District.
- (b) The granted leave shall be without pay or other benefits.
- (c) By February 1 of the leave year, the employee shall notify the Board of Education whether or not he/she will return.
- (d) The leave of absence shall be taken on a school calendar year basis.
- (e) The employee shall have the option of continuing his health insurance at his own expense if policy and company regulations permit same.

ARTICLE X HOLIDAYS AND VACATIONS

A. Holidays

The regular and extended contract of employees shall include four (4) paid holidays. Such holidays shall include Thanksgiving, Christmas, New Year's and Memorial Day. No employee shall be required to perform duties on any of the above holidays.

School shall be dismissed one (1) hour early on the last school day before each holiday.

B. Vacations

Labor Day, the Friday after Thanksgiving, eight (8) school days for Christmas, Thursday preceding Good Friday, Good Friday, and the Monday following Easter.

If school days have been missed due to inclement weather or unusual circumstances, the first day from Christmas vacation and the first day from Easter vacation may be used for make-up days.

ARTICLE XI EMPLOYEE HOURS

A. Workday

1. Length of the Day

The total workday shall consist of not more than eight (8) hours.

2. Arrival and Dismissal Time

The time frame of employee hours shall be mutually agreed upon by the employee and the superintendent or his/her designee to meet student needs, for an extended period of time and not on a day-to-day basis. Supplemental duties shall not be included in determining the workday. On Fridays or on days preceding holidays or vacation the employees' day shall end at the close of the pupil's day.

B. Meetings

Employees may be required to attend a maximum of four (4) evening or after school meetings for the following purposes: faculty or other professional meetings, open house, and in-service meetings. Program content for in-service meetings shall be decided in conjunction with the Association, and evening meeting dates shall be established fourteen (14) days prior to the event or meeting. Meetings shall not be called on Fridays or any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

C. Leaving the Building

Employees may leave the building during their preparation time and/or their lunch period by authorization of the building principal or his/her designee.

D. Duty Free Lunch

All teachers shall be accorded a minimum of 20 minutes duty free time during lunch or noon recess.

E. Part Time Employees

The time frame of employee hours shall be mutually adjusted by the employee and the superintendent or his/her designee. Any time required beyond the contracted employee hours shall be paid at a per diem rate.

F. Extended Contract

An employee who provides teaching services in addition to his/her regular school day/year shall be compensated at the per diem rate (of his/her salary schedule base salary) for each hour/day in addition to those in his/her regular school day/year.

ARTICLE XII
IN-SERVICE & PROFESSIONAL DEVELOPMENT DAYS

- A. The District shall schedule in-service and professional development days for certified staff. In-service shall be defined as days/time scheduled for certified staff without student instructional responsibilities excluding parent-teacher conference time. Professional development days shall be defined as days/time scheduled for district approved professional development.**
- B. Two (2) days of in-service or professional development will be scheduled at the beginning of the school year.**
- C. Three days of in-service or professional development will be scheduled for the following dates:**
- 1. At the end of the first semester**
 - 2. Presidents' Day**
 - 3. At the end of the third quarter**

One of the Professional Development days above may be planned by a committee of bargaining unit members. This day shall provide a program of educational experiences in keeping with the Iowa Professional Development Model. Written plans for said day, recommended date and proposed program shall be submitted for approval to the superintendent no later than December 1st of that school year. If no recommendation is made by the committee by December 1st, the superintendent shall assume all planning of said professional development day.

- D. One additional day of in-service or professional development will be scheduled at the discretion of the superintendent.**
- E. The first three (3) student days will be dismissed at 2:00 to allow for in-service. If one of these school days is an early dismissal already because of a holiday, then that early dismissal time shall take precedence and there will be no in-service time on that day.**

**ARTICLE XIII
STAFF REDUCTION PROCEDURES**

A. Coverage

All employees under this agreement

B. Termination

Those teachers with emergency, conditional, or initial certifications shall be terminated first.

Employees with the least seniority in the curricular area affected shall be terminated second. Seniority shall be considered the length of an employee's continuous service with the Valley Community School District from the date of his/her last employment. (July 1958). For employees hired prior to July 1, 1999, seniority will begin with the date of the employee's signature on his/her individual contract. For employees hired after July 1, 1999, seniority will begin with the date of an employee's notarized signature on his/her individual contract, if contract is received by the Board Secretary (or designee) within one week of notarized signature. If not received within one week, the seniority date will be the date the contract is received.

Employees shall be considered by categories, that is grades kindergarten through grade 6 and grades 7 through grade 12. Grades 7 through 12 shall be by curricular area. However, the following categories shall be grouped grades K-12, i. e. nurse, TAG, guidance, librarian, instrumental music and P.E.

In those situations where seniority cannot be the sole criterion, the following factors shall be considered equally in arriving at the final determination:

1. Competency and effectiveness as determined by the evaluation procedures in effect in the system.
2. Amount of training, self-upgrading, general vigor and enthusiasm, and value to the system and community.
3. Breadth of certification and experience with different grade levels and subject areas.

C. Involuntary Transfers

In situations where an employee is involuntarily transferred to an open position or voluntarily agrees to a district request that he/she be transferred to an open position, the employee will maintain seniority in the category or level from which he/she was transferred. This employee will also carry forward seniority gained in the former category or level to the category or level to which he/she is transferred.

(Article XIII continued on next page)

ARTICLE XIII (continued)

D. Recall Provisions

Any unit member who is reduced pursuant to this article shall have recall rights to a vacant position as defined by the employer for which he is certified and for which he has had previous teaching experience within the school district for a period of two (2) years from the effective date of the unit member's reduction.

Reduced unit members shall be recalled in inverse order of reduction.

Any unit member reduced and desiring recall rights shall maintain on file with the Superintendent his/her current mailing address, all previous teaching assignments within the school district, and written notice of their intention to seek recall with the school district. Should a vacancy occur in the area of previous teaching experience, the Superintendent shall notify the reduced teacher by certified mail of the vacancy. The reduced teacher shall respond affirmatively within ten (10) calendar days of the date of the Superintendent's notice. Failure to respond affirmatively by certified mail within the required time shall result in the termination of the reduced teacher's right to recall.

E. Benefits

Any teacher who is re-employed for a position after termination shall be placed on the salary schedule at the step above the one in effect at the time of departure with the accumulated benefits restored.

ARTICLE XIV SAFETY MATTERS

A. Safe Facilities

The Board recognizes its' responsibility to provide safe facilities for all unit members to carry on the task of its' educational program. In furtherance of the duty, the Board shall make every effort to comply with all state and federal regulations regarding safety. All unit members shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their safety. Each unit member shall report to their building principal all unsafe facilities.

B. Use of Reasonable Force

An employee may, within the scope of his employment and under the direction of the Board of Education, use and apply such amount of force as is reasonable, lawful, and necessary; to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

C. Assault of an Employee

- 1. Employees shall report immediately verbally and in writing to the principal or immediate supervisor all cases of assault and/or battery suffered by them in connection with their employment.**
- 2. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the employee for information in its possession which relates to the incident or the persons involved.**
- 3. The Superintendent shall act in appropriate ways as liaison between the employee, the police, and the courts.**
- 4. The Board of Education shall render all reasonable non-monetary assistance to the employee in connections with the handling of the incident by the authorities.**
- 5. Whenever an employee is absent from school as a result of injury caused by an assault arising out of and in the scope of his employment and under the direction of the Board of Education, he shall be paid his monthly salary (less the amount of any workmen's compensation payments) for the period of such absence without having such absence charged to the annual sick leave or accumulated sick leave, up to a maximum of six (6) months.**

D. Non-Attendance

School attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closing.

**ARTICLE XV
EVALUATION PROCEDURE**

A. Notification – Assigned Employees

Prior to any formal written evaluation, the building principal or appropriate supervisor shall acquaint the individual employee or group of employees under his supervision with the evaluation procedures.

Employees who serve more than one level shall be under the supervision of each principal who is in charge of that particular program.

B. Performance Review: Performance review means a summative evaluation of whether the teacher's practice meets school district expectations and the Iowa Teaching Standards.

C. Required Observations – Formal observations will be pre-announced and have a pre-observation meeting between the teacher and the evaluator.

Beginning Teachers: All beginning teachers shall be formally observed and evaluated according to the provisions of Chapter 284, Code of Iowa, as same may be amended.

New Teachers to the District: All probationary employees shall be formally observed and evaluated a minimum of one (1) time each school year during their year(s) of probation.

Career Teachers: Each career teacher shall have a performance review, including a formal observation, at a minimum of once every three (3) years.

Co-curricular program sponsors will be evaluated once per season.

Administrators may use informal (mini) evaluation procedures (announced and unannounced) at their discretion.

All written evaluation of curricular and/or co-curricular performance of employees shall be conducted openly and with full knowledge of the employee. All employees will receive copies of written evaluations of their performance.

(Article XV continued on next page)

ARTICLE XV (continued)

D. Conferences

Results of the minimum number of formal classroom observations shall be in writing, with a copy to be given to the employee and shall be preceded by an in-class observation of the employee's performance. Both parties shall sign the form.

The principal or appropriate supervisor shall have a meeting with the employee within ten (10) school days following classroom observation and prior to submission of the written evaluation report to the Superintendent.

The employee shall have the right to submit an explanation or other written statements regarding any evaluation for inclusions in his/her personnel file. The employee should respond within five (5) working days from the receipt of the evaluation.

The principal or immediate supervisor shall provide suggestions for improvement of any employee's performance in writing.

E. Employee Files

Any parental or patron complaints, written evaluations (formal or informal), or reprimands directed to an employee which are placed in his/her personnel file, will be called to the employee's attention within five (5) days of such placement. Such written documents shall be signed and dated by the administrator and the employee to signify placement and knowledge of placement. There shall be one (1) employee personnel file which shall contain all the foregoing documents. However, if employees are assigned to two (2) or more buildings and evaluated by two (2) or more administrators, they may have a personnel file in each assigned work location, which together will contain all such documents.

ARTICLE XVI TRANSFER PROCEDURES

A. Definitions

- 1. Transfer.** The term transfer shall mean the movement of employees from one grade level to another grade level, or one curriculum area to another curriculum area (secondary 7-12 only). If an employee's job assignment is merely reapportioned such that the employee has not moved to a new grade level or curriculum area, this reapportionment shall not be deemed a transfer.
- 2. Voluntary Transfer.** A voluntary transfer is a transfer requested by the employee in writing.
- 3. Involuntary Transfer.** An involuntary transfer is a transfer not initiated at the employee's request.
- 4. Vacancy.** A vacancy is any part-time or full-time position to which no employee is assigned, which results from long-term leave, staff reduction, reassignment, resignation, transfer, expansion of an existing position, a part-time or full-time new position created by the District, or other cause. The employer shall recall employees with regard to staff reduction Article XIII before considering transferees.

B. Voluntary Transfers

- 1. Notification.** The superintendent shall post in the school facility a list of the vacancies, which occur during the school year and for the following school year upon knowledge of vacancies. Such notice shall be posted for at least ten (10) days to allow an employee who has not previously filed a written statement of a desire for transfer, to request a voluntary transfer before the superintendent may advertise the position, except after May 1st advertising may occur at the same time as posting. If a vacancy occurs during the summer, the superintendent will mail notification to the association president and vice-president and post in the school building. If possible, the vacancy will also be posted on the school's web page.
- 2. Filing Requests.** An employee who desires a transfer shall file a written statement of such desire with the superintendent. Such statement shall include the grade level or curriculum area to which the employee desires to transfer.
- 3. Consideration.** The desires of the employee will be considered along with the best interest of the school district and pupils. No assignment of new employees will be made until transfer requests have been considered and responded to in writing. Employees whose voluntary transfer is approved shall not lose seniority.
- 4. Denial Notice.** Notice of denial of a voluntary transfer request shall be delivered to the employee with a copy to the association immediately upon the making of the superintendent's decision and shall include a specific statement of the reasons for the denial. Voluntary transfer requests shall not be denied for arbitrary or capricious reasons.

(Article XVI continued on next page)

ARTICLE XVI (continued)

C. Involuntary Transfer

- 1. Notification.** Involuntary transfer shall be made only after a meeting between the employee involved and the superintendent and/or principal, at which time the employee shall be notified in writing of the reasons for the transfer.
- 2. Consideration.** The decision involving involuntary transfer shall be made with the best interests of the school district and the pupils in mind, but shall not be made for an arbitrary or capricious reason. The length of service (seniority) shall be a factor in determining which employee is to be transferred. Employees who are involuntarily transferred will maintain seniority in the category and will also carry forward seniority gained in the former category from which he/she transferred.
- 3. Objections.** In the event an employee objects at the transfer notification meeting, the association may, upon the request of the employee, send a representative with the employee to meet with the superintendent to discuss the transfer. If a grievance is filed, it shall be initiated at the superintendent's level utilizing the normal limitations period for the initiating of a grievance.

**ARTICLE XVII
COMPLIANCE CLAUSES AND DURATION**

A. Compliance Between Individual Contracts and Comprehensive Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration shall be controlling. Any agreement reached under Phase I, II, and III of House File 499 that impacts upon mandatory subjects of bargaining, including but not limited to the entitlement to or receipt of wages, upon agreement shall be an amendment to the 2005-2008 Collective Bargaining Agreement.

An individual contract not returned by its due date shall be considered a signed contract and subject to Board Policy No. 407.2.

B. Separability

If any provision of this agreement, or any application of this agreement to any employee or group of employees held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law and the Board and the Association shall enter into immediate negotiations to replace the said provision. All other provisions or applications shall continue in full force and effect.

C. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the agreement is signed. The Agreement shall be presented to all employees now employed and hereafter employed. The Board shall also provide the Association with ten (10) additional copies.

D. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to the Board at ELGIN, IA 52141
2. If by the Board to the Association at ELGIN, IA. 52141

(Article XVII continued on next page)

ARTICLE XVII (continued)

E. Duration Period

This agreement shall be effective as of JULY 1, 2005 and shall continue in effect until JUNE 30, 2008. However, the parties will meet to determine the amount provided for Insurances for 2006-07 and 2007-08 in Article VI and the amounts for the 2006-07 and 2007-08 Salary Schedules, to be within the negotiated package increases of 4.2% for 2006-07 and 4.4% for 2007-08.

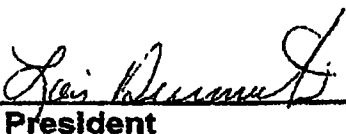
F. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures and dates placed thereon.

VALLEY COMMUNITY
EDUCATION ASSOCIATION

VALLEY COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION

By  5/18/05
President Date

By  5/16/05
President Date

By  5/18/05
Chief Negotiator Date

By  5/18/05
Chief Negotiator Date

**ARTICLE XVIII
INSTRUCTIONAL SUPPORT TEAM**

- A. The goals and procedures of the IST will be developed and approved by committee members. It shall be the purpose of this committee to review and affirm or defer all IST proposed action plans, and evaluations.**
- B. Committee members will be elected from the teaching staff at large and will serve for a period of three (3) years. Committee member duties will run from January 1 to December 31 of the school year. Two members will be elected yearly.**
- C. Election of committee members for the term will be by the following process:**
- 1. At the December staff meeting, IST committee members will announce the upcoming election of new committee members. Nomination forms will be distributed to all certified staff members.**
 - 2. Valid nomination forms should be received by a committee representative within five (5) days of distribution.**
 - 3. After all nominations have been received, the committee will distribute a ballot listing all nominees to all teaching staff.**
 - 4. Membership on the IST Committee will consist of ten (10) members, three (3) from the elementary, three (3) from the secondary, two (2) building principals, the superintendent, and the school's business manager.**
 - 5. Current members may run for re-election.**
 - 6. Members serving on the committee will be paid semiannually in June and December with funds designated annually by the district. The chairperson is to be a teacher member and will receive payment of two hundred fifty (\$250.00) dollars semiannually. The other five (5) teacher members will receive payment of one hundred fifty dollars (\$150.00) semiannually.**
- D. Conduct of business:**
- 1. Meetings will be conducted based upon a simplified Robert's Rules of Order.**
 - 2. The committee will meet a minimum of once each month throughout the school year.**
 - 3. Individuals having a proposed action plan or evaluation on the meeting docket will be contacted indicating the decision of the committee and the extent of any action taken. Decisions of the committee regarding action plans/evaluations will be reflected within meeting minutes.**
 - 4. A listing of projects completed and expenditures will be presented to the faculty on a monthly basis during the school year.**

(Article XVIII continued on next page)

ARTICLE XVIII (continued)

E. Procedures for Action Plans:

The IST Committee will establish specific guidelines for processing action plans and evaluations. They will be required to follow the consequent general guidelines.

F. Maintenance of Standards:

Any changes in "Procedures" to Article XVIII deemed necessary in the operation of the IST committee or the Article itself, shall be conducted by a referendum process and voted upon by the faculty. These procedures shall be outlined by the acting IST Committee to the faculty and shall require a sixty percent (60%) passage by the faculty members. These amendment actions shall be outside the agreements of the Master Contract with the Board. The outcomes of such referendums will be made known in writing to all faculty and the Board.

2005/06 SCHEDULE I

BASE

24772

	BA	BA+12	BA+24	BA+36/MA	MA+12	MA+24	MA+36
1	24772	25515	26011	26754	27497	28240	28983
2	25689	26510	27051	27851	28652	29454	30259
3	26605	27505	28091	28948	29807	30669	31534
4	27522	28500	29132	30044	30962	31883	32809
5	28438	29496	30172	31141	32116	33097	34084
6	29355	30491	31213	32238	33271	34312	35360
7	30271	31486	32253	33335	34426	35526	36635
8	31188	32481	33294	34432	35581	36740	37910
9	32105	33476	34334	35529	36736	37955	39185
10	33021	34471	35374	36626	37891	39169	40461
11	33938	35466	36415	37723	39046	40383	41736
12	34854	36461	37455	38820	40200	41598	43011
13	35771	37456	38496	39917	41355	42812	44286
14	36687	38451	39536	41014	42510	44026	45562
15	37146	38949	40056	41562	43088	44633	46199
16	37604	39446	40577	42110	43665	45241	46837
17	38062	39944	41097	42659	44243	45848	47475
18	38520	40442	41617	43207	44820	46455	48112
19	38979	40939	42137	43756	45397	47062	48750
20	39437	41437	42657	44304	45975	47669	49387
21	39895	41934	43178	44853	46552	48276	50025
22	40354	42432	43698	45401	47130	48884	50663

2005/06

SCHEDULE II

24772

% OF BASE

AMOUNT

ACTIVITIES DIRECTOR	10.4	2576
*FOOTBALL - HEAD VARSITY	10.4	2576
FOOTBALL - ASSISTANT VARSITY	6.9	1709
FOOTBALL - HEAD JV & VARSITY ASSISTANT	8.3	2056
FOOTBALL - HEAD JUNIOR HIGH	5.5	1362
FOOTBALL - ASSISTANT JUNIOR HIGH	4.6	1140
*VOLLEYBALL - HEAD VARSITY	10.4	2576
VOLLEYBALL - ASSISTANT VARSITY	6.9	1709
VOLLEYBALL - HEAD JV / VARSITY ASSISTANT	8.3	2056
VOLLEYBALL - HEAD JUNIOR HIGH	5.5	1362
VOLLEYBALL - ASSISTANT JUNIOR HIGH	4.6	1140
*CROSS COUNTRY TRACK - HEAD VARSITY	6.9	1709
CROSS COUNTRY TRACK - HEAD JUNIOR HIGH	2.5	619
*GIRLS BASKETBALL - HEAD VARSITY	10.4	2576
GIRLS BASKETBALL - ASSISTANT VARSITY	6.9	1709
GIRLS BASKETBALL - HEAD JV / VARSITY ASSISTANT	8.3	2056
GIRLS BASKETBALL - HEAD JUNIOR HIGH	5.5	1362
GIRLS BASKETBALL - ASSISTANT JUNIOR HIGH	4.6	1140
*BOYS BASKETBALL - HEAD VARSITY	10.4	2576
BOYS BASKETBALL - ASSISTANT VARSITY	6.9	1709
BOYS BASKETBALL - HEAD JV / VARSITY ASSISTANT	8.3	2056
BOYS BASKETBALL - HEAD JUNIOR HIGH	5.5	1362
BOYS BASKETBALL - ASSISTANT JUNIOR HIGH	4.6	1140
*WRESTLING - HEAD VARSITY	10.4	2576
WRESTLING - ASSISTANT VARSITY	6.9	1709
WRESTLING - HEAD JV / VARSITY ASSISTANT	8.3	2056
WRESTLING - HEAD JUNIOR HIGH	5.5	1362
WRESTLING - ASSISTANT JUNIOR HIGH	4.6	1140
*TRACK - HEAD VARSITY GIRLS	8.5	2106
*TRACK - HEAD VARSITY BOYS	8.5	2106
TRACK - BOYS/GIRLS COMBINED VARSITY ASSISTANT	6.9	1709
TRACK - HEAD JUNIOR HIGH GIRLS	5.5	1362
TRACK - HEAD JUNIOR HIGH BOYS	5.5	1362
TRACK - ASSISTANT JUNIOR HIGH BOYS/GIRLS COMBINED	4.6	1140
*GOLF - HEAD VARSITY	6.8	1684
GOLF - ASSISTANT VARSITY	4.4	1090
*BASEBALL - HEAD VARSITY	10.4	2576
BASEBALL - ASSISTANT VARSITY	6.9	1709
BASEBALL - HEAD JV / VARSITY ASSISTANT	8.3	2056
*SOFTBALL - HEAD VARSITY	10.4	2576
SOFTBALL - ASSISTANT VARSITY	6.9	1709
SOFTBALL - HEAD JV / VARSITY ASSISTANT	8.3	2056

*THE HEAD VARSITY COACHING POSITIONS SHALL INCREASE BY ONE PERCENTAGE POINT ON THE FOURTH, EIGHTH, AND TWELFTH YEARS PROVIDED THAT INDIVIDUAL HAS HELD THAT POSITION IN THE VALLEY DISTRICT FOR THAT MANY YEARS.

2005-06 SCHEDULE II (continued)

STUDENT COUNCIL / LEADERSHIP ADVISOR	8.30	2056
SCIENCE FAIR SPONSOR (PER PERSON - 2 SPONSORS)	2.00	495
HEAD SPEECH	5.20	1288
ASSISTANT SPEECH	3.45	855
DRAMA - FALL PRODUCTION	5.20	1288
ASSISTANT DRAMA - FALL PRODUCTION	3.45	855
JH DRAMA - FALL PRODUCTION	2.75	681
ASSISTANT JH DRAMA - FALL PRODUCTION	2.30	570
DRAMA - SPRING PRODUCTION	5.20	1288
ASSISTANT DRAMA - SPRING PRODUCTION	3.45	855
JH DRAMA - SPRING PRODUCTION	2.75	681
ASSISTANT JH DRAMA - SPRING PRODUCTION	2.30	570
MUSICAL DIRECTOR	5.20	1288
INSTRUMENTAL MUSICAL DIRECTOR	5.20	1288
INSTRUMENTAL MUSIC	9.30	2304
VOCAL MUSIC	6.70	1660
CONCESSIONS (PER SEASON)	2.20	545
YEARBOOK	5.30	1313
JUNIOR CLASS SPONSOR (PER PERSON)	1.20	297
SUMMER BAND	11.50	2849
SUMMER VO-AG	25.50	6317
CHEERLEADER SPONSOR (FOOTBALL)	1.80	446
CHEERLEADER SPONSOR (BASKETBALL)	1.80	446
CHEERLEADER SPONSOR (WRESTLING)	1.80	446
DRILL TEAM (FALL SEASON)	1.80	446
DRILL TEAM (WINTER SEASON)	1.80	446
NEWS STAFF	2.30	570
ELEMENTARY MUSIC	1.10	272
JR. HIGH INSTRUMENTAL MUSIC	1.20	297
CHAPERONE (PER GAME - ACTIVITY FUND)		15
DRIVERS EDUCATION (PER STUDENT)	0.60	148.63
WEIGHTROOM SUPERVISOR (PER HOUR) (NON-SCHOOL HOURS)		6.00

AMOUNTS ON THE 2006-07 AND 2007-08 SCHEDULE II WILL BE DETERMINED BY THE PARTIES AND SHALL BE WITHIN THE NEGOTIATED PACKAGE INCREASE.

**VALLEY COMMUNITY SCHOOL DISTRICT
ELGIN, IOWA
GRIEVANCE REPORT**

Number _____

Date Filed _____

Building _____

Name of Aggrieved Person _____

Distribution of Form:

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Association Signature

Employee Signature

Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Immediate Supervisor

Date

LEVEL III

Signature of Aggrieved Person

Date Received by Superintendent

Disposition by Superintendent or Designee

Signature of Superintendent or Designee

Date

LEVEL IV (Optional)

Signature of Aggrieved Person

Date Received by Board

Signature of Association President

Disposition of Board

Signature of Board President

Date

LEVEL V

Signature of Aggrieved Person

Signature of Association President

Date Submitted to Arbitration

Date Received by Arbitrator

Disposition and Award of Arbitrator *

Signature of Arbitrator

Date of Decision

EMPLOYEE MEDICAL EXAMINATION REPORT

NAME _____

ADDRESS _____

JOB ASSIGNMENT _____

Tuberculosis Testing (required every three years)

TB skin test (type) _____

Date _____

Results _____

Chest X-ray (if necessary) _____

Date _____

Results _____

Based on a medical history and physical examination, I find this individual to be free from tuberculosis and physically and emotionally able to perform the teaching and coaching duties assigned.

Date _____

Signature _____
(physician)

Address _____

Definitions:

New Professional Mentoring Program: Valley Community School District's program of support and assistance for New Professionals.

New Professional: Any licensed individual in his/her first or second year of teaching. All New Professionals must participate in the New Professional Mentoring Program.

Instructional Mentor: A teacher who has been trained and assigned to provide assistance to a New Professional in the district's New Professional Mentoring Program.

1. Wages

A. Instructional Mentor

Each Instructional Mentor shall receive no less than \$500.00 per semester for mentoring one New Professional.

An Instructional Mentor shall mentor no more than one New Professional each semester.

Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at the teacher's rate of pay as determined by the IST Committee.

B. New Professionals

Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at the teacher's rate of pay as determined by the IST Committee.

2. Evaluation

- A.** The model Comprehensive Evaluation currently being developed by the Iowa Department of Education pursuant to Section 256.9(51) of the Iowa Code, shall be the basis for negotiation the evaluation to be utilized by the district to determine successful completion of the mentoring program under Chapter 284 of the Iowa Code.

Note: This proposal is made for the purposes of opening negotiations on the Comprehensive Evaluation for new employees, and the parties reserve the right to modify the proposal and continue negotiations subsequent to the receipt of the Department of Education model.

- B. All professional assistance and interaction between the Instructional Mentor and the New Professional shall be confidential. All written and oral comments between the two shall also be confidential. If the Instructional Mentor violates the confidentiality agreement, that mentor shall be removed from the program.**

The only exception to the confidentiality agreement shall be if the New Professional requests that information be shared with an evaluator when all parties are present.

- C. Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional.**
- D. Instructional Mentors shall not provide data or testimony in subsequent job renewal, termination, arbitration, or licensure proceedings.**
- E. An Instructional Mentor shall not participate in any informal or formal evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued district employment or recommendations for continuation or renewal for licensure of a New Professional.**
- F. Other than a notation to the effect that a teacher has served as an Instructional Mentor, a teacher's activities as an Instructional Mentor shall not be part of that teacher's evaluation.**

3. Professional Leave

Each Instructional Mentor and each New Professional shall be provided at least two (2) days each year of paid professional leave. Such leave may be used in one-half (1/2) day blocks for the purpose of completing induction activities including but not limited to such activities as observing other teachers, conferencing, and individual professional skill development. This leave is not to be construed as district directed professional leave nor does it conflict with the contractual professional leave.

4. Process for Dissolving Mentoring Partnerships

If a mentor/new professional team experience difficulty or the professional relationship is not working, either the Mentor or the New Professional may request that a new mentor be assigned. The request shall be granted and a new mentor assigned within ten (10) days.

**SIDE AGREEMENT
STUDENT ACHIEVEMENT AND TEACHER QUALITY PROGRAM**

PAGE 1 OF 1

If the state legislature appropriates funds in the Student Achievement and Teacher Quality Program (SF 476) the following distribution method will be used:

This distribution will be separate from and in addition to the bargained salaries, Phase I, and Phase II for 2005-06, 2006-07, and 2007-08.

1. Minimum salaries for the first-year beginning teachers, second year beginning teachers and Career 1 teachers will be paid according to the salary provisions of the law. Teachers who qualify for Item 1 will receive the difference between the minimum salary provided by the law and the BA lane of the step they are on, provided their wage does not exceed the maximum allowed by law.
2. Any remaining funds from the District's appropriation will be distributed to all other teachers equally, based on their full-time equivalency.

Calculation of this supplement will be made as soon as possible when staffing is completed for the respective school years. Distribution of funds will be dependent on receipt of resources from the State of Iowa, and will be dispersed at the next regular payroll following receipt of resources in the same manner received.

Side Agreement
between the
Valley Community School District
and the
Valley Community Education Association

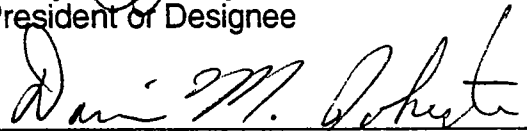
In the event the Iowa Legislature requires the District to add additional days or fractions thereof for professional development and if the Legislature provides sufficient funding to compensate teachers on a per diem basis for that additional time, the District agrees it will compensate teachers on a per diem basis for any additional time added to the school year.

This side agreement will automatically expire on June 30, 2008.



Valley Community School District Board
President or Designee

04/28/05
Date



VCEA Chief Negotiator

4/28/05
Date